

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

SEALED

Holding a Criminal Term
Grand Jury Sworn in on May 11, 2006

UNITED STATES OF AMERICA

v.

AITOFELE T. F. SUNIA,
TINI LAM YUEN,
Defendants.

Grand Jury Original

Crim. No. **07 - 225**

Charges:

18 U.S.C. § 371 (Conspiracy)

18 U.S.C. § 666(a)(1)(A) (Fraud
Concerning Programs Receiving
Federal Funds)

18 U.S.C. § 666(a)(2) (Bribery
Concerning Programs Receiving
Federal Funds)

18 U.S.C. § 1505 (Obstruction of Agency
Proceeding)

INDICTMENT

FILED IN OPEN COURT

SEP 06 2007

**CLERK, U.S. DISTRICT COURT
DISTRICT OF COLUMBIA**

COUNT ONE
(Conspiracy)

The Grand Jury charges:

GENERAL ALLEGATIONS

At all times material to this Indictment, unless otherwise noted:

AMERICAN SAMOA

1. American Samoa is an unincorporated territory of the United States, located in the South Pacific Ocean and comprising the five easternmost islands of the Samoan Island chain. It is located approximately 2,600 miles southwest of Honolulu, Hawaii. The territory has been under the control of the United States Government since 1900. American Samoa is

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located outside of any particular State or judicial district.

2. Since 1950, the United States Department of the Interior has been responsible for the territory of American Samoa.
3. Both the Governor and the Lieutenant Governor of American Samoa are elected by the local citizens.
4. The Fono is the territory's legislative body. The members of one chamber of the Fono are elected by the local citizens. The members of the other chamber are selected by village councils made up of the Matai (chiefs).
5. American Samoa has several Executive departments, including the American Samoa Departments of Education ("ASDOE"), Treasury ("AS-Treasury"), Public Safety, and Human and Social Services.
6. Funds for the operating expenses of the American Samoa Government ("ASG") are accumulated from both locally-generated revenues and federal grant monies. The locally generated revenues come from various taxes, surcharges, and administrative fees. The federal grant payments, which in 2001-2004 constituted approximately 62 percent of ASG's annual operating revenue, are provided by a number of United States Government entities, including the United States Department of the Interior and United States Department of Education.
7. Both the ASG as a whole, and the ASDOE and AS-Treasury as individual entities, received federal assistance in excess of \$10,000 in each year from 2000 through 2004.

DEFENDANT SUNIA

8. Defendant AITOFELE T. F. SUNIA currently serves as Lieutenant Governor of

American Samoa. SUNIA was appointed and sworn in as Lieutenant Governor on April 11, 2003, when his predecessor ascended to the governorship upon the death of then-Governor Tauese P.F. Sunia, SUNIA's brother.

9. Upon his swearing in as Lt. Gov., SUNIA was required by law to take the following oath of office:

I, _____ of _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without mental reservation or purpose of evasion, and that I will well and faithfully discharge the duties of the office on which I am about to enter, and that I will well and faithfully uphold the laws of the United States applicable to American Samoa, and the Constitution and laws of American Samoa. So help me God.

10. SUNIA also served as Treasurer of the ASG, from July 9, 2001 to April 11, 2003.

SUNIA also served as Acting Treasurer between April 11, 2003 until June 6, 2003, when a replacement was named. Upon his appointment as AS Treasurer, SUNIA was required by law to take the oath set forth in Paragraph 9.

11. SUNIA also served as Counsel to the Fono from February 16, 1999 to July 9, 2001.

12. In his role as AS Treasurer, SUNIA was the head of the AS-Treasury and supervised all of the fiscal activities of the ASG, including accounts payable, asset management, and tax issues. SUNIA's office also authorized final payment on all disbursements made to vendors retained by the various components of the ASG.

13. At all times relevant to this Indictment, SUNIA maintained a financial and controlling interest in Samoa Furnishings & Handicrafts, Incorporated ("SF&H"), a furniture

manufacturing company based in the village of Vaitogi, American Samoa. SF&H also operated in the name of "Island Carpentry" when conducting carpentry work pursuant to a separate business license.

14. SUNIA formed SF&H in or about December 1996. In or about February, 2002, SUNIA formally incorporated the company in the names of his daughter and two business associates.

DEFENDANT YUEN

15. TINI LAM YUEN currently serves as a member of the Fono. YUEN was first selected by the District Council for Taputimu, District 10, for the village of Taputimu as a territorial senator on or about January 3, 2001. YUEN has served on the Government Operations, Legal Affairs, Economic & Development, and Public Works committees.
16. Upon his swearing in as a member of the Fono, YUEN was required by law to take the following oath of office:

I, _____ of _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without mental reservation or purpose of evasion, and that I will well and faithfully discharge the duties of the office on which I am about to enter, and that I will well and faithfully uphold the laws of the United States applicable to American Samoa, and the Constitution and laws of American Samoa. So help me God.

17. At all times relevant to this Indictment, YUEN maintained a financial and controlling interest in Tini P. Lam Yuen Co., Inc. ("TLY"), a furniture manufacturing company based in Fugita, American Samoa. TLY has also done business under the names Tini P. Lam Yuen, Inc., T.P. Lam Yuen Funeral Home and Furniture Shop, T.P. Lam Yuen Company,

Inc., and T.P. Lam Yuen, Inc. YUEN formed TLY in 1965.

CO-CONSPIRATORS

18. From on or about January 4, 2001 to on or about August 29, 2003, Kerisiano Sili Sataua served as the American Samoa Director of Education. The Director of Education was responsible for the operation and management of the American Samoa school system, controlled and managed the awarding of all ASDOE contracts, directed the allocation of local and federal grant funds for ASDOE programs, and was ultimately responsible for the expenditure of all ASDOE funds.
19. From on or about January 22, 2001 to on or about September 18, 2003, Fa'au Seumanutafa served as Chief Procurement Officer for the ASG Office of Procurement. The Chief Procurement Officer was responsible for approving, or directing others to approve, all purchases made by the ASG, including those made by the ASDOE. The Chief Procurement Officer submitted or directed others to submit all ASG Office of Procurement purchase orders and vouchers for payment to the AS-Treasury.
20. From the time of its creation on or about February 1, 2001 through on or about December 31, 2003, the Chief Procurement Officer maintained a financial and controlling interest in Samoa Wood Products, Inc. ("SWP").
21. SF&H, TLY, and SWP are collectively described herein as "the furniture companies."

AMERICAN SAMOA PROCUREMENT LAWS

22. In 1984, the Fono passed laws governing the procurement of goods and services by the ASG.
23. One provision of the ASG procurement laws requires that, with limited exceptions, any

ASG purchase exceeding \$10,000 must be made through a competitive sealed bidding process.

24. The ASG procurement laws further state that procurement documents may not be “artificially divided so as to constitute a small purchase” (of less than \$10,000) in order to circumvent otherwise applicable competitive bidding requirements.
25. The ASG procurement laws prohibit an ASG employee from participating directly or indirectly in a procurement when that employee knows that either (a) the employee or any member of the employee’s immediate family has a financial interest pertaining to the procurement, or (b) a business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement.

THE CONSPIRACY

26. From in or about late-2000 through in or about early-2004, in American Samoa, defendants AITOFELE F. SUNIA and TINI LAM YUEN did knowingly conspire, confederate and agree with the Chief Procurement Officer, the Director of Education, and others both known and unknown to the grand jury to commit offenses against the United States, including:

- a. **Fraud Concerning Programs Receiving Federal Funds:** that is, being agents of the ASG, a government which during each relevant one-year period received federal benefits in excess of \$10,000, obtained by fraud property of the ASG, specifically, payments totaling approximately \$775,000 made to companies under their control, in exchange for supplying furniture to the ASDOE valued at more than \$5,000, in violation of 18 U.S.C. § 666(a)(1)(A); and,

- b. **Bribery Concerning Programs Receiving Federal Funds:** that is to corruptly give, offer, and agree to give things of value to the Director of Education and the Chief Procurement Officer, agents of the ASG, a government which during each relevant one-year period received federal benefits in excess of \$10,000, with the intent of influencing and rewarding them in connection with a transaction and series of transactions valued at \$5,000 or more, that is payments made to companies under their control in exchange for supplying furniture to the ASDOE, in violation of 18 U.S.C. § 666(a)(2).

PURPOSE OF THE CONSPIRACY

27. The purpose of the conspiracy was for defendants SUNIA and YUEN to personally enrich themselves, their relatives, and their business associates by using their positions in the ASG and relationships with the Director of Education and Chief Procurement Officer to secure for companies under their control lucrative payments totaling hundreds of thousands of dollars in exchange for manufacturing and supplying classroom and library furniture for the ASDOE.

MANNER AND MEANS

28. The conspiracy was carried out through the following manner and means:
- a. SUNIA and YUEN would and did agree with the Director of Education to split up and give to companies under their control, SF&H and TLY, lucrative payments for the production of furniture for the ASDOE.
- b. To obtain payments in connection with the furniture projects, the co-conspirators used false and fraudulent means, including improperly structuring invoices and

other procurement documents, in order to circumvent the ASG procurement laws and avoid the competitive bidding process. Specifically, the co-conspirators fraudulently structured Purchase Requisitions (“PRs”), Purchase Orders (“POs”), and Invoices by splitting the large projects up on a school-by-school basis, and by further splitting items produced for a single school into what appeared to be smaller, separate purchases, each of which was under \$10,000, the level which would have required competitive bidding under the procurement laws.

- c. By structuring procurement documents to circumvent the ASG procurement laws, SUNIA, YUEN and their co-conspirators effectively eliminated price competition for the furniture, charged artificially high prices for the furniture, and wasted ASG and federal grant funds that could have been used for other AS Department of Education needs.
- d. SUNIA, YUEN and the Director of Education would and did corruptly give, offer and agree to give to the Chief Procurement Officer a thing of value, specifically a share of the furniture projects for his company, SWP, in consideration for his agreement not to enforce procurement regulations and not to open the jobs up for competitive bidding.
- e. SUNIA, YUEN, and the Chief Procurement Officer corruptly gave, offered and agreed to give things of value to the Director of Education, including cash payments and free contracting work on his house, to reward him for dividing up and awarding the furniture payments to companies under their control in violation of the procurement regulations.

- f. As Treasurer, SUNIA's office processed payment of the furniture invoices using both local and federal funds, and in a number of cases placed his own signature on the checks.
- g. SUNIA, YUEN, or the Chief Procurement Officer, their employees, or their family members picked up the checks payable to their respective companies in person at either the AS-Treasury or ASDOE offices.
- h. As part of the conspiracy and to further enrich SUNIA and YUEN, the Director of Education and other ASDOE officials awarded additional furniture jobs to SF&H and TLY, to provide lab stools, desks, benches, and other furniture to various schools. In nearly all of these cases, SUNIA, YUEN, and the Director of Education structured the PRs, POs, and Invoices for these purchases in the same fraudulent and misleading manner to circumvent the procurement regulations.
- i. SUNIA took actions in his personal capacity and as Treasurer to conceal his involvement in SF&H by incorporating the company under the names of his daughter and two business associates.
- j. In order to accomplish the objectives of the conspiracy, each of the Defendants and their co-conspirators failed to perform his duties as a public official.

Specifically:

- i. SUNIA, with knowledge and agreement of his coconspirators, refrained from performing his duty as Treasurer to ensure the fiscal integrity of the ASG.
- ii. YUEN, with knowledge and agreement of his coconspirators, refrained

from performing his oversight duty as a Senator to ensure the integrity of the legal and fiscal processes of the ASG.

- iii. The Director of Education, with knowledge and agreement of his coconspirators, refrained from performing his duty to ensure the fiscal and legal integrity of the ASDOE.
- iv. The Chief Procurement Officer, with knowledge and agreement of his coconspirators, refrained from performing his duty to ensure compliance with the ASG procurement regulations.

OVERT ACTS

- 29. In furtherance of the conspiracy and to affect the objects thereof, the defendants or other co-conspirators known and unknown to the Grand Jury committed the following overt acts, among others, in American Samoa and elsewhere:
- 30. Between in or about late-2000 and in or about early-2001, the Director of Education and other ASDOE officials coordinated with SUNIA and YUEN to divide the work on two new ASDOE projects between their two companies, specifically (1) a project to provide most of the American Samoa public elementary schools with new bookcases; and (2) a project to provide a number of the American Samoa public schools with library furniture. Each project was valued at well-over \$10,000. They agreed that neither project would be put out for competitive bid, and that SUNIA's company, SF&H, would supply the library furniture and Yuen's company, TLY, would supply the school bookshelves.
- 31. In or about early-2001, SUNIA met an ASDOE official at one of the schools to take measurements for the proposed library furniture.

32. In or about early-2001, a representative of TLY met an ASDOE official at one of the schools to take measurements for the proposed bookshelves.
33. In or about March 2001, SUNIA, YUEN and the Director of Education agreed to assign a share of the projects to the Chief Procurement Officer's company, in violation of the ASG procurement regulations, in return for the Chief Procurement Officer's agreement to approve the continued procurement of bookshelves and library furniture from SUNIA's and YUEN's companies.
34. On or about March 23, 2001, the Chief Procurement Officer prepared and delivered a memorandum to the Director of Education requesting written documentation memorializing the distribution of the school furniture work among the SWP, TLY, and SF&H.
35. Between on or about March 23, 2001 and on or about March 27, 2001, the Director of Education directed two ASDOE employees to prepare the document requested in the Chief Procurement Officer's March 23, 2001 memorandum.
36. On or about March 27, 2001, an ASDOE employee prepared a memorandum formalizing the distribution of the ASDOE furniture projects among SF&H, TLY and SWP.
37. Between in or about October 2000 and in or about December 2003, the companies controlled by SUNIA (SF&H), YUEN (TLY) and the Chief Procurement Officer (SWP) prepared and submitted for payment fraudulently structured invoices, including the following:

- a. On or about October 11, 2000, SF&H submitted one invoice, as follows:

School	Product Description	Amount
Leone HS; Samoana HS	60 HS Desks	\$8,100

- b. On or about December 4, 2000, SF&H submitted one invoice, as follows:

School	Product Description	Amount
Polytech HS	40 HS Desks	\$5,400

- c. On or about February 8, 2001, SF&H submitted one invoice, as follows:

School	Product Description	Amount
Samoana School	40 HS Desks	\$5,400

- d. On March 14, 2001, TLY submitted two invoice, as follows:

School	Product Description	Amount
Matafao Elem.	25 Bookshelves	\$5,875
Matafao Elem.	35 Bookshelves	\$8,225

- e. On or about March 26, 2001, SF&H submitted three separate invoices, as follows:

School	Product Description	Amount
Lupelele Elem.	36 Library Chairs	\$5,400
Lupelele Elem.	8 Tables	\$4,200
Lupelele Elem.	6 Tables	\$2,700

- f. On or about April 3, 2001, SF&H submitted one invoice, as follows:

School	Product Description	Amount
Lupelele Elem.	11 Bookcases	\$4,345

- g. On or about April 5, 2001, SWP submitted three invoices, as follows:

School	Product Description	Amount
Manuele Elem.	32 Bookshelves	\$7,520
Manuele Elem.	32 Bookshelves	\$7,520
Manuele Elem.	32 Bookshelves	\$7,520

- h. On or about May 1, 2001, SWP submitted two invoices, as follows:

School	Product Description	Amount
Lupelele Elem.	36 Bookshelves	\$8,460
Lupelele Elem.	36 Book Shelves	\$8,460

- i. On or about May 25, 2001, TLY submitted four invoices, as follows:

School	Product Description	Amount
Pago Pago Elem.	35 Bookcases	\$8,225
Pago Pago Elem.	25 Bookcases	\$5,875
Pago Pago Elem.	35 Bookcases	\$8,225
Pago Pago Elem.	25 Bookcases	\$5,875

- j. On or about July 2, 2001, TLY submitted two invoices, as follows:

School	Product Description	Amount
Matafao Elem.	25 Bookshelves	\$5,875
Matafao Elem.	35 Bookshelves	\$8,225

- k. Also on or about July 2, 2001, SWP submitted four invoices, as follows:

School	Product Description	Amount
Leone HS	35 Bookshelves	\$8,225
Leone HS	25 Bookcases	\$5,875

Leone HS	35 Bookcases	\$8,225
Leone HS	25 Bookcases	\$5,875

- l. On or about September 6, 2001, SF&H submitted one invoice, as follows:

Schools	Product Description	Amount
Samoana HS; Tafuna HS	100 Benches	\$5,950

- m. On or about October 4, 2001, SF&H submitted one invoice, as follows:

Schools	Product Description	Amount
Samoana HS; Tafuna HS; Tafuna JH	100 Benches	\$5,950

- n. On or about October 5, 2001, TLY submitted four invoices, as follows:

School	Product Description	Amount
Leatele Elem.	35 Bookcases	\$8,225
Leatele Elem.	25 Bookcases	\$5,875
Leatele Elem.	35 Bookcases	\$8,225
Leatele Elem.	25 Bookcases	\$5,875

- o. Also on or about October 5, 2001, SWP submitted three invoices, as follows:

School	Product Description	Amount
Leone Midkiff	32 Book Shelves	\$7,520
Leone Midkiff	32 Book Shelves	\$7,520
Leone Midkiff	32 Bookcases	\$7,520

- p. On or about October 11, 2001, SF&H submitted one invoice, as follows:

School	Product Description	Amount
Leone HS	100 HS Benches	\$5,950

- q. On or about October 26, 2001, SWP submitted three invoices, as follows:

School	Product Description	Amount
Alataua Elem.	32 Book Shelves	\$7,520
Alataua Elem.	32 Bookcases	\$7,520
Alataua Elem.	32 Bookcases	\$7,520

- r. On or about January 9, 2002, SF&H submitted one invoice, as follows:

School	Product Description	Amount
Manu'a HS	100 HS Benches	\$5,950

- s. On or about January 14, 2002, TLY submitted four invoices, as follows:

School	Product Description	Amount
Pavaiai Elem.	35 Bookcases	\$8,225
Pavaiai Elem.	25 Bookcases	\$5,875
Pavaiai Elem.	35 Bookcases	\$8,225
Pavaiai Elem.	25 Bookcases	\$5,875

- t. On or about January 18, 2002, SF&H submitted two invoices, as follows:

School	Product Description	Amount
Elem. Div.	20 Armed Conference Chairs	\$5,500
Secondary Div.	20 Armed Conference Chairs	\$5,500

u. On or about January 21, 2002, SF&H submitted eleven invoices, as follows:

Schools	Product Description	Amount
Fitiuta School	2 Tables 40" x 8' 2 Tables 40" x 6' 4 Bookcases 7' x 8' 30 Chairs	\$8,030
Laulii School, Tafuna JH	4 Tables 40" x 8' 2 Tables 40" x 6' 5 Single Bookcases 2 Double Bookcases	\$6,555
Lauii School	46 Chairs	\$6,900
Leone Midkiff, Tafuna JH	3 Tables 40" x 8' 3 Tables 40" x 6' 6 Single Bookcases 2 Double Bookcases	\$6,875
Leone Midkiff	44 Chairs	\$6,600
Pavaiai	4 Tables 40" x 8' 3 Tables 40" x 6' 6 Single Bookcases 2 Double Bookcases	\$7,400
Pavaiai	50 Chairs	\$7,500
Matatula	2 Tables 40" x 8' 2 Tables 40" x 6' 5 Single Bookcases	\$3,925
Matatula	30 Stools for Science Labs	\$4,500
Lupelele; Tafuna JH; Manuele	120 Stools for Science Labs	\$7,800
Leone Midkiff; Matafao	80 Stools for Science Labs	\$5,200

- v. On or about March 4, 2002, SWP submitted three invoices, as follows:

Schools	Product Description	Amount
Aua Elem.	25 Bookcases	\$5,875
Aua Elem.	35 Bookcases	\$8,225
Aua Elem.	35 Bookcases	\$8,225

- w. On or about April 29, 2002, TLY submitted four invoices, as follows:

School	Product Description	Amount
Alofau Elem.	35 Bookcases	\$8,225
Alofau Elem.	35 Bookcases	\$8,225
Alofau Elem.	25 Bookcases	\$5,875
Alofau Elem.	25 Bookcases	\$5,875

- x. On or about May 6, 2002, SWP submitted three invoices, as follows:

School	Product Description	Amount
no school listed	25 Bookcases	\$5,875
no school listed	35 Bookcases	\$8,225
Laulii School	25 Bookcases	\$5,875

- y. On or about May 21, 2002, SF&H submitted one invoice, as follows:

School	Product Description	Amount
Faleasao School	2 Tables 40" x 8" 2 Tables 40" x 6" 4 Bookcases 7' x 8' 30 Chairs	\$8,030

z. On or about July 8, 2002, TLY submitted four invoices, as follows:

School	Product Description	Amount
Matatula Elem.	35 Bookcases	\$8,225
Matatula Elem.	25 Bookcases	\$5,875
Matatula Elem.	35 Bookcases	\$8,225
Matatula Elem.	25 Bookcases	\$5,875

aa. On or about August 9, 2002, SWP submitted one invoice, as follows:

Schools	Product Description	Amount
Fagaitua HS	25 Bookcases	\$5,875

bb. On or about August 30, 2002, SWP submitted one invoice, as follows:

Schools	Product Description	Amount
Fagaitua HS	35 Bookcases	\$8,225

cc. On or about September 21, 2002, SF&H submitted three invoices, as follows:

School	Product Description	Amount
Polytech HS	50 Chairs	\$7,500
Polytech HS	4 Tables 40" x 8' 3 Tables 40" x 6' 6 Single Bookcases 2 Double Bookcases	\$7,400
Siliaga	2 Tables 40" x 8' 2 Tables 40" x 6' 5 Bookcases 30 Chairs	\$8,425

dd. On or about September 27, 2002, SF&H submitted one invoice, as follows:

Schools	Product Description	Amount
Tafuna, Fagaitua	40 HS Desks	\$5,400

ee. On or about October 1, 2002, SF&H submitted three invoices, as follows:

Schools	Product Description	Amount
Polytech, Siliaga, Pago Pago, Matafao, Tafuna JH	60 HS Desks	\$8,100
Fagaitua HS, Tafuna HS, Polytech, Siliaga Elem., Pago Pago Elem., Matafao Elem., and Tafuna JH	100 Benches	\$5,950
no school listed	100 Lab Stools	\$6,500

ff. On or about October 8, 2002, TLY submitted four invoices, as follows:

School	Product Description	Amount
New Afono	25 Bookcases	\$5,875
New Afono	35 Bookcases	\$8,225
Leatele Elem.	35 Bookcases	\$8,225
Leatele Elem.	25 Bookcases	\$5,875

gg. On or about October 11, 2002, SF&H submitted three invoices, as follows:

School	Product Description	Amount
Matafao Elem.	50 Library Chairs	\$7,500
Matafao Elem.	4 Tables 40" x 8' 3 Tables 40" x 6' 6 Single Bookcases 2 Double Bookcases	\$7,400

Tafuna HS	4 Tables 40" x 8' 3 Tables 40" x 6' 6 Single Bookcases 2 Double Bookcases	\$7,400
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hh. On or about October 18, 2002, SWP submitted two invoices, as follows:

School	Product Description	Amount
Manu'a HS	25 Bookcases	\$5,875
Manu'a HS	35 Bookcases	\$8,225

ii. On or about November 19, 2002, SF&H submitted one invoice, as follows:

School	Product Description	Amount
no school listed	100 HS Benches	\$5,950

jj. On or about January 22, 2003, TLY submitted three invoices, as follows:

School	Product Description	Amount
Lualele; Poloa	35 Bookcases	\$8,225
no school listed	35 Bookcases	\$8,225
no school listed	25 Bookcases	\$5,875

kk. On or about February 5, 2003, SF&H submitted two invoices, as follows:

School	Product Description	Amount
Olosega	4 Tables 40" x 8' 3 Tables 40" x 6' 6 Single Bookcases 2 Double Bookcases	\$7,400
Olosega	50 Chairs	\$7,500

ll. On or about March 11, 2003, SWP submitted one invoice, as follows:

School	Product Description	Amount
Lupelele School	30 Bookshelves	\$7,050

mm. On or about March 18, 2003, SWP submitted four invoices, as follows:

School	Product Description	Amount
New Afono School	35 Bookcases	\$8,225
New Afono School	35 Bookcases	\$8,225
New Afono School	25 Bookcases	\$5,875
New Afono School	25 Bookcases	\$5,875

nn. On or about May 16, 2003, SF&H submitted six invoices, as follows:

School	Product Description	Amount
Pago	40 Chairs	\$6,000
Pago HS	5 Tables 40" x 8' 2 Tables 40" x 6' 6 Single Bookcases	\$5,895
Le'atele	3 Tables 40" x 6' 8 Single Bookcases	\$4,510
Le'atele	40 Chairs	\$6,000
Manu'a HS	5 Tables 40" x 8' 2 Tables 40" x 6' 6 Single Bookcases	\$5,895
Manu'a HS	40 Chairs	\$6,000

oo. On or about June 18, 2003, TLY submitted one invoice, as follows:

School	Product Description	Amount
Special Ed Office	Office Armchairs	\$2,400

pp. On or about November 5, 2003, SF&H submitted one invoice, as follows:

School	Product Description	Amount
Manuele JH	26 Desks 26 Benches	\$5,057

qq. On or about December 23, 2003, SF&H submitted two invoices, as follows:

School	Product Description	Amount
Various Schools	46 Kindergarten Desks	\$6,210
Various Schools	39 Kindergarten Desks	\$5,265

38. For each of the invoices set forth in Paragraph 37, the Director of Education, the Chief Procurement Officer, or others working at their direction, prepared corresponding PRs and POs structured in the same fraudulent manner in order to circumvent the AS Procurement Regulations.
39. On or about each of the dates set out in the following chart, SUNIA and his coconspirators caused the following payments to be made by the Treasury Department to the furniture companies in connection with the invoices set forth in Paragraph 37, in many cases regrouping into payments exceeding \$10,000 invoices which had previously been artificially divided in order to circumvent the procurement regulations:

	Check Date	Check Number	Payee	Amount
a.	October 26, 2000	383118	SF&H	\$8,100
b.	December 26, 2000	385117	SF&H	\$5,400
c.	March 8, 2001	016275	SF&H	\$5,400
d.	April 9, 2001	388292	SWP	\$15,040
e.	May 1, 2001	388576	SWP	\$7,520

	Check Date	Check Number	Payee	Amount
f.	May 30, 2001	389729	SF&H	\$7,770
g.	May 31, 2001	389758	TLY	\$14,100
h.	June 25, 2001	390337	SWP	\$16,920
I.	August 15, 2001	392516	TLY	\$14,100
j.	September 13, 2001	393010	SF&H	\$4,200
k.	September 14, 2001	393019	SF&H	\$4,345
l.	September 28, 2001	393223	SF&H	\$2,700
m.	October 3, 2001	393292	TLY	\$8,225
n.	October 3, 2001	393293	TLY	\$8,225
o.	November 1, 2001	022317	SF&H	\$5,950
p.	November 7, 2001	394219	SWP	\$22,560
q.	November 8, 2001	022523	SF&H	\$5,950
r.	November 9, 2001	394952	TLY	\$11,750
s.	November 29, 2001	398860	SF&H	\$5,950
t.	November 29, 2001	398861	SWP	\$22,560
u.	November 29, 2001	398878	TLY	\$5,875
v.	November 29, 2001	398879	TLY	\$8,225
w.	January 8, 2002	399848	SWP	\$14,100
x.	January 10, 2002	400118	SWP	\$14,100
y.	January 10, 2002	400120	TLY	\$14,100
z.	March 7, 2002	401590	SF&H	\$5,950
aa.	March 8, 2002	401655	SF&H	\$11,000
bb.	March 20, 2002	402081	SWP	\$28,200
cc.	March 28, 2002	403729	TLY	\$14,100
dd.	April 5, 2002	404505	TLY	\$14,100

	Check Date	Check Number	Payee	Amount
ee.	April 12, 2002	405348	SF&H	\$26,930
ff.	May 10, 2002	409029	SWP	\$28,200
gg.	June 6, 2002	412123	SF&H	\$12,000
hh.	June 12, 2002	412304	SF&H	\$15,430
ii.	June 21, 2002	412786	SF&H	\$11,955
jj.	July 25, 2002	414070	SF&H	\$13,000
kk.	September 11, 2002	416162	TLY	\$16,450
ll.	September 11, 2002	416161	TLY	\$5,875
mm.	October 8, 2002	417023	SF&H	\$14,900
nn.	October 8, 2002	417026	SWP	\$14,100
oo.	October 15, 2002	417203	SF&H	\$22,300
pp.	October 16, 2002	417241	TLY	\$5,875
qq.	December 18, 2002	419150	TLY	\$8,225
rr.	December 19, 2002	419162	TLY	\$11,750
ss.	December 23, 2002	419248	SF&H	\$25,950
tt.	January 8, 2003	419719	SWP	\$32,850
uu.	January 17, 2003	419881	TLY	\$8,225
vv.	February 6, 2003	420320	SF&H	\$5,950
ww.	February 18, 2003	420551	TLY	\$8,225
xx.	February 28, 2003	420857	TLY	\$11,750
yy.	March 5, 2003	420989	SF&H	\$8,425
zz.	March 14, 2003	422299	TLY	\$8,225
aaa.	March 21, 2003	423207	SWP	\$7,050
bbb.	April 11, 2003	427259	SF&H	\$14,900
ccc.	April 15, 2003	427781	SWP	\$28,200

	Check Date	Check Number	Payee	Amount
ddd.	April 29, 2003	429944	TLY	\$28,200
eee.	July 24, 2003	040935	TLY	\$2,400
fff.	August 13, 2003	041443	SF&H	\$22,405
ggg.	October 7, 2003	043205	SF&H	\$11,895
hhh.	January 29, 2004	046658	SF&H	\$6,210
iii.	February 24, 2004	047495	SF&H	\$5,057
jjj.	March 9, 2004	047797	SF&H	\$5,265
		Totals	SF&H:	\$295,287
			TLY:	\$228,000
			SWP:	\$251,400
			Grand Total:	\$774,687

40. In or about the Spring of 2001, the Chief Procurement Officer provided the Director of Education approximately \$1,000 to \$2,000 in cash, in consideration for his role in awarding SWP a share of the furniture projects.
41. Between in or about July and in or about August 2001, SUNIA directed employees of SF&H to perform free carpentry work on a house being built for the Director of Education, in consideration for his role in awarding a share of the furniture projects to SF&H. The wood and labor, valued at approximately \$1,500, was provided to the Director of Education free of charge.
42. Sometime between in or about May and in or about September 2001, YUEN directed employees of TLY to construct and install kitchen and bathroom cabinets and counter tops worth approximately \$2,500 in the house being built for the Director of Education, in consideration for his role in awarding a share of the furniture jobs to TLY. The TLY

employees, at YUEN's direction, provided the supplies and labor free of charge.

43. In or about December 2001, SUNIA caused the creation of papers incorporating SF&H in the names of his daughter and two business associates, in order to conceal his involvement with the company.
44. On or about February 28, 2002, SUNIA, acting as Treasurer, caused to be signed the certificate of incorporation for SF&H, ratifying the articles of incorporation he had caused to be prepared in order to conceal his true role in the company.
45. In or about June 2002, YUEN met with the Director of Education in the Honolulu, Hawaii airport and gave him approximately \$1,000 in further consideration for his role in awarding a share of the furniture jobs to TLY.
46. In or about December 2002, YUEN provided approximately \$300 to the Director of Education in further consideration for his role in awarding a share of the furniture orders to TLY.
47. In or about April 2003, the Chief Procurement Officer provided the Director of Education's wife with a check in the amount of \$3,000 in further consideration for the Director of Education's role in awarding a share of the furniture orders to SWP.

In violation of Title 18, United States Code, Section 371.

COUNT TWO

(Fraud Concerning Programs Receiving Federal Funds)

48. The Allegations contained in Paragraphs 1 through 47 are realleged as though fully set forth herein.
49. From in or about late-2000 through early-2004, in the territory of American Samoa,

AITOFELE T. F. SUNIA and TINI LAM YUEN

defendants herein, being agents of the American Samoa Government, a government which during each one-year period received federal benefits in excess of \$10,000, did obtain by fraud property that was valued at \$5,000 or more, and was under the care, custody, or control of such organization, government or agency, specifically, payments from the ASG totaling approximately \$775,000 in connection with projects to produce furniture for the ASDOE.

In violation of Title 18, United States Code, Sections 666(a)(1)(A) and 2.

COUNT THREE

(Bribery Concerning Programs Receiving Federal Funds)

50. The Allegations contained in Paragraphs 1 through 47 are realleged as though fully set forth herein.
51. From in or about March 2001 through early-2004, in the territory of American Samoa,

AITOFELE T. F. SUNIA and TINI LAM YUEN

defendants herein, did corruptly give, offer, and agree to give the Chief Procurement Officer, an agent of the American Samoa Government, a government which during each one-year period from 2001 through 2004 received federal benefits in excess of \$10,000, a thing of value, that is, a share of lucrative government projects to provide furniture for the ASDOE, with intent to influence and reward the Chief Procurement Officer in connection with a transaction and series of transactions of the ASG valued at more than \$5,000.

In violation of Title 18, United States Code, Sections 666(a)(2) and 2.

COUNT FOUR

(Bribery Concerning Programs Receiving Federal Funds)

52. The Allegations contained in Paragraphs 1 through 47 are realleged as though fully set forth herein.
53. In or about May 2001 through December 2002, in the territory of American Samoa and elsewhere,

TINI LAM YUEN

defendant herein, did corruptly give, offer, and agree to give the Director of Education, an agent of the American Samoa Government, a government which during each one-year period received federal benefits in excess of \$10,000, things of value, specifically, free construction and installation of kitchen and bathroom cabinets and counter tops in connection with the Director of Education's home construction project, and two cash payments totaling \$1,300, with intent to influence and reward the Director of Education in connection with a transaction and series of transactions of American Samoa valued at more than \$5,000, that is lucrative payments for furniture projects.

In violation of Title 18, United States Code, Sections 666(a)(2) and 2.

COUNT FIVE

(Obstruction of Agency Proceeding)

54. The Allegations contained in Paragraphs 1 through 47 are realleged as though fully set forth herein.
55. In or about August 2003, the United States Department of Education's Office of Inspector General commenced an investigation into fraud, waste and abuse involving federal grant

funds issued to the ASG. In connection with this investigation, agents for the Office of Inspector General had the responsibility to secure relevant documents and interview material witnesses. The Department of Education's Office of Inspector General conducted its investigation jointly with agents from the Offices of Inspector General of the United States Departments of the Interior and Homeland Security and the Federal Bureau of Investigation.

56. The Office of the Inspector General for the Department of Education is headquartered in Washington, D.C. The Offices of the Inspector General for the Departments of the Interior and Homeland Security and the Federal Bureau of Investigation are also headquartered in Washington, D.C.
57. On or about April 27, 2005, as part of the above-described joint investigation into fraud, waste, and abuse in American Samoa, SUNIA submitted to a voluntary interview with federal law enforcement agents from the U.S. Department of Homeland Security's Office of Inspector General and the Federal Bureau of Investigation. The interview took place at the Executive Office Building in Pago Pago, American Samoa.
58. On or about April 27, 2005 in the territory of American Samoa,

AITOFELE T. F. SUNIA

defendant herein did corruptly endeavor to influence, obstruct and impede the due and proper administration of the law under which a proceeding, to wit an investigation of allegations of fraud, waste and abuse within an entity receiving funds from the United States, was pending before the U.S. Department of Education, by making materially false and misleading statements to federal agents engaged in such proceeding, specifically, that

his daughter ran SF&H, that SF&H was doing work for the Library Services Office of the ASDOE on a “need basis” only, and that he did not intentionally keep his name off of the articles of incorporation of SF&H.

In violation of Title 18, United States Code, Section 1505.

COUNT SIX

(Obstruction of Agency Proceeding)

59. The Allegations contained in Paragraphs 1 through 47 and 54 through 58 are realleged as though fully set forth herein.
60. In or about August 2003, the United States Department of Education’s Office of Inspector General commenced an investigation into fraud, waste and abuse involving federal grant funds issued to the ASG. In connection with this investigation, agents for the Office of Inspector General had the responsibility to secure relevant documents and interview material witnesses. The Department of Education’s Office of Inspector General conducted its investigation jointly with agents from the Offices of Inspector General of the United States Departments of the Interior and Homeland Security and the Federal Bureau of Investigation.
61. The Office of the Inspector General for the Department of Education is headquartered in Washington, D.C. The Offices of the Inspector General for the Departments of the Interior and Homeland Security and the Federal Bureau of Investigation are also headquartered in Washington, D.C.
62. On or about October 21, 2004, as part of the above-described joint investigation into fraud, waste and abuse in American Samoa, YUEN submitted to a voluntary interview

with federal law enforcement agents from the U.S. Department of the Interior Office of Inspector General and the Federal Bureau of Investigation. The interview took place at YUEN's residence in Pago Pago, American Samoa.

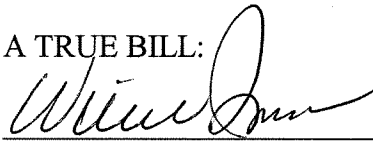
63. On or about October 21, 2004 in the territory of American Samoa,

TINI LAM YUEN

defendant herein did corruptly endeavor to influence, obstruct and impede the due and proper administration of the law under which a proceeding, to wit an investigation of allegations of fraud, waste and abuse within an entity receiving funds from the United States, was pending before the U.S. Department of Education, by making materially false and misleading statements to federal agents engaged in such proceeding, specifically, that he never gave any money to Sili Sataua and that he never gave anything of value to Sili Sataua for free.

In violation of Title 18, United States Code, Section 1505.

A TRUE BILL:



FOREPERSON

WILLIAM M. WELCH II
Chief
Public Integrity Section
Criminal Division
United States Department of Justice

Date:


9/6/07



DANIEL A. SCHWAGER
Trial Attorney
Public Integrity Section



MATTHEW L. STENNES
Trial Attorney
Public Integrity Section

United States District Court
For the District of Columbia
A TRUE COPY
NANCY MAYER WHITTINGTON, Clerk
By  Deputy Clerk